



CYFERD

PARTNER FAIR USE POLICY

1. **Scope**

- 1.1 This 'Cyferd – Partner Fair Use Policy' (this “**Policy**”) applies to Cyferd Partners and governs their use in respect of their Partner Tenancies provided for under the Partner’s Cyferd Product Contract and the Partner Agreement. This Policy is made in connection with the SSSPA and (in such regard) applies to Cyferd Inc. (“**Cyferd**”) and each Cyferd Partner from time to time (in this Policy and in respect of each Cyferd Partner, “**each Cyferd Partner**”, “**the Cyferd Partner**”, “**the Cyferd Partner in question**” and “**that Cyferd Partner**” being construed accordingly”). This Policy does **not** apply to any customer of Cyferd in its capacity as a customer of Cyferd. This Policy is made in connection with the provision by Cyferd of Access to the Cyferd Product to each Cyferd Partner (as a customer of Cyferd) who have an ongoing Enterprise Agreement.
- 1.2 In this Policy “**Partner Agreement**” means, in respect of the Cyferd Partner in question, the sales, services and solutions partner agreement entered into between Cyferd and that Cyferd Partner forming part of the SSSPA with that Cyferd Partner.
- 1.3 In this Policy the “**Agreement**” means, in respect of the Cyferd Partner in question, the master services agreement known as ‘*Cyferd – MSA (A) – 1 August 2024*’ entered into/ accepted by that Cyferd Partner. The online version of the Agreement where accepted being found at <https://cyferd.com/cyferdcomm/us>.
- 1.4 This Policy is a Cyferd Partner Policy and applies to, forms part of and is supplemental to the SSSPA. The terms of the SSSPA shall apply to this Policy and are incorporated herein, *mutatis mutandis*, to this Policy.
- 1.5 For each Cyferd Partner, this Policy together with the Partner Agreement, the other Cyferd Partner Policies and any other applicable document that forms part of and/or is supplemental to the SSSPA from time to time, applies to that Cyferd Partner’s appointment as a Cyferd Partner.
- 1.6 For each Cyferd Partner, this Policy together with the applicable Order Form, the Agreement, the other Cyferd Policies and any other applicable document that forms part of and/or is supplemental to the Agreement from time to time, applies to the subject matter of that Order Form and that Cyferd Partner’s Access to the Cyferd Product (as a customer of Cyferd).
- 1.7 Unless otherwise noted or where the context otherwise requires, all capitalized terms used herein shall have the meanings set forth in the Partner Agreement.

2. **Last Updated**

This Policy was last updated on 1 January 2025. For previous versions of this Policy see <https://cyferd.com/cyferdcomm/us>.

3. **Changes to this Policy**

- 3.1 ***For any person who is not a Cyferd Partner at the time of such posting*** - Cyferd shall, at its absolute discretion, be entitled to amend this Policy or any part of it by posting an updated version of this Policy at <https://cyferd.com/cyferdcomm/us> and such updates will be effective upon such posting or, if later, the ‘Last Updated’ date specified in such updated version of this Policy.
- 3.2 ***For any person who is a Cyferd Partner at the time such Update Notification is made*** – Cyferd may at its absolute discretion make, and notify the Cyferd Partner in question of, updated versions of this Policy by notifying the Customer of any such Update(s) by way of Update Notification in accordance with

that Cyferd Partner's Partner Agreement. Such Update(s) will be effective in respect of the Cyferd Partner in question in accordance with the applicable provisions of that Cyferd Partner's Partner Agreement.

- 3.3 If Cyferd makes any amendments to this Policy, it will change the 'Last Updated' date in **paragraph** Error! Reference source not found. above in such updated version of this Policy.

4. What is the purpose of this Policy?

- 4.1 At such time a partner becomes a Cyferd Partner, they shall also have Access to the Cyferd Product (strictly subject to such Cyferd Partner agreeing to and signing such relevant paperwork as may be required from time to time, including but not limited to a Partner Order Form). Such Access shall include up to 4 (four) Tenancies:

- 4.1.1 a Production Tenancy; and
- 4.1.2 a Development Tenancy; and
- 4.1.3 a User Acceptance Tenancy; and
- 4.1.4 a 'Demo' Tenancy (together, the "**Partner Tenancies**").

- 4.2 This Policy shall apply when a Cyferd Partner signs a Partner Order Form and shall govern their use of such Partner Tenancies. However, this Policy may not apply where a Partner signs any form of bespoke Order Form (which, for the avoidance of doubt, is not a Partner Order Form) with Cyferd from time to time.

5. App Usage Fees

- 5.1 Such App Usage Fees applicable to the Partner Tenancies are based on the Cyferd Partner's use of the Cyferd Product and are strictly subject to the **Cyferd – Access to the Cyferd Product Policy** from time to time.

6. Fair use of the Partner Tenancies

- 6.1 In respect of each of the Partner Tenancies, the Cyferd Partner must use each Tenancy for its intended purpose only as outlined in **paragraphs 6.1.1 to 6.1.4** below.

- 6.1.1 In relation to a Production Tenancy, a Cyferd Partner's use shall be limited strictly to the operation and management of its day-to-day business only. Such use must at all times be reasonable and not excessive (in Cyferd's sole opinion).
- 6.1.2 In relation to a Development Tenancy, a Cyferd Partner's use shall be limited to the development of Apps (including but not limited to any development, modification and/or customization of Apps). Such use must at all times be reasonable and not excessive (in Cyferd's sole opinion).
- 6.1.3 In relation to a User Acceptance Tenancy, a Cyferd Partner's use shall be limited to the testing of Apps developed, modified or customized by the Cyferd Partner from time to time, and must not be used to run live data. Such use must at all times be reasonable and not excessive (in Cyferd's sole opinion).
- 6.1.4 In relation to a 'Demo' Tenancy, a Cyferd Partner's use shall be limited to demonstrating Apps to Proposed Customers/Customers in respect of prospective Sales/ further Sales and/or to Customers for the purposes of scoping Professional Services from time to time. Such use must at all times be reasonable and not excessive (in Cyferd's sole opinion).

(each an "**Intended Purpose**" and together the "**Intended Purposes**")

- 6.2 The Cyferd Partner warrants and represents that it shall:

- 6.2.1 not, at any time, use the Partner Tenancies for any other purpose other than the Intended Purposes; and
- 6.2.2 not, at any time, engage in excessive use of the Cyferd Product, and shall ensure that all use complies with this Policy and the Cyferd Product Contract, as amended from time to time.

7. Breach of fair use of the Partner Tenancies

- 7.1 If a Cyferd Partner acts in any of the following ways in respect of the Partner Tenancies, including but not limited to:

- 7.1.1 accessing or using the Partner Tenancies for personal gain; and/or

- 7.1.2 providing unauthorised persons with Access to the Cyferd Product; and/or
- 7.1.3 being reckless or wasteful with resources; and/or
- 7.1.4 acting contrary to the **Cyferd – Access to the Cyferd Product Policy**; and/or
- 7.1.5 pitching the Cyferd Product as something other than its intended purpose; and/or
- 7.1.6 not acting as a Model Cyferd Partner (as defined in the **Cyferd – Partner Behaviour, Conduct and Ethics Policy**); and/or
- 7.1.7 partaking in any other such action (whether direct or indirect and whether or not intended) that Cyferd in its sole discretion, considers to be a breach;

then this shall constitute as a breach of this Policy and Cyferd reserves its rights in respect of **paragraph 8** below, the SSSPA and the **Cyferd – Access to the Cyferd Product Policy**.

8. Consequence of a breach of fair use of the Partner Tenancies

In the event that the Cyferd Partner breaches this Policy and uses the Partner Tenancies in a manner that Cyferd, in Cyferd's sole discretion, considers excessive, then Cyferd reserves the right to charge the Cyferd Partner for such excessive usage in accordance with: the Agreement, SSSPA, **Cyferd – Access to the Cyferd Product Policy** and **Cyferd – Pricing Policy** from time to time.

9. Failure to comply with/ breach of this Policy by the Cyferd Partner

Without limiting anything else herein or in the Agreement, if a Cyferd Partner fails to comply with and/or otherwise breaches any term(s) of this Policy, then such failure to comply/breach will be considered to be a material breach by that Cyferd Partner of that Cyferd Partner's Partner Agreement, that Cyferd Partner's SSSPA and the Agreement, and for which Cyferd shall be entitled to, without limitation, exercise all available rights and remedies under the SSSPA and the Agreement.

[End of Policy]